

## **EXHIBIT A**

STATE OF SOUTH CAROLINA

COUNTY OF SUMTER

Ella A. Holland,

Plaintiff,

vs.

Belk, Inc.,

Defendant.

IN THE COURT OF COMMON PLEAS  
FOR THE THIRD JUDICIAL CIRCUIT  
CIVIL ACTION NO.: 2021-CP-43-\_\_\_\_\_

**COMPLAINT**  
(Jury Trial Requested)

TO: THE DEFENDANT(S) ABOVE NAMED:

YOU ARE HEREBY SUMMONED AND REQUIRED to answer the Complaint in this matter, a copy of which is herewith served upon you, and to serve a copy of your Answer to said Complaint upon the subscriber at her office, Land Parker Welch LLC, Post Office Box 138, Manning, South Carolina, 29102, within THIRTY (30) days from the service thereof, exclusive of the day of such service; and if you fail to answer the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint.

*s/Ricci Land Welch*  
Ricci Land Welch, S.C. Bar No. 8792  
Land Parker Welch LLC  
Post Office Box 138  
Manning, South Carolina 29102  
Telephone: (803) 435-8894  
Facsimile: (800) 589-2701  
[ricci@lpwlawfirm.com](mailto:ricci@lpwlawfirm.com)  
Attorney for Plaintiff

December 8, 2021

STATE OF SOUTH CAROLINA

COUNTY OF SUMTER

Ella A. Holland,

Plaintiff,  
vs.

Belk, Inc.,

Defendant.

IN THE COURT OF COMMON PLEAS  
FOR THE THIRD JUDICIAL CIRCUIT  
CIVIL ACTION NO.: 2021-CP-43-\_\_\_\_\_

COMPLAINT  
(Jury Trial Requested)

**TO THE DEFENDANT(S) ABOVE NAMED:**

The Plaintiff, complaining of the Defendants herein, would respectfully allege unto this Honorable Court:

**THE PARTIES AND BACKGROUND**

1. The Plaintiff is a citizen and resident of the County of Sumter, State of South Carolina.

2. Defendant, Belk, Inc., is a corporation organized and existing under the laws of a state other than South Carolina, but is licensed to do business within the State of South Carolina, and has agents and owns property in the County of Sumter, State of South Carolina

3. At all times herein mentioned, Defendant was the owner, and/or operator in possession and control of the Belk's Store located at 1057 Broad Street, Sumter, South Carolina, to which the general public was invited to come and purchase merchandise therein offered for sale ("Store"), and where Plaintiff Ella Holland was injured as more particularly set forth below.

4. The parties and subject matter described herein are within the jurisdiction of this Court.

5. On or about December 18, 2018, Plaintiff was an invitee of the Defendant, Belk, Inc.'s store located at 1057 Broad Street in Sumter, South Carolina, as a shopper.

6. At that time, Plaintiff was shopping in the men's clothing section and tripped over a box filled with hangers located beside a cashier counter.

7. As a result, Plaintiff suffered great physical harm and injury to her chest, lower back, and hips, which has caused, and will in the future cause, Plaintiff to undergo much physical pain, suffering, mental anguish, emotional distress and impairment of health and bodily efficiency, and has caused, and will in the future cause, Plaintiff to have to spend money for medical services, and has caused, and will in the future cause.

8. Defendant, Belk, Inc., owed the general public invited to premises, including Plaintiff, nondelegable duties of reasonable care for their safety, including:

- a) The duty to safely design, construct and maintain its store, free of unreasonable, foreseeable hazards that could pose a danger to its invitees and in accordance with industry standards and safety rules;
- b) The duty to provide for their safety while on its premises, including keeping its store in a reasonable safe condition and free from dangerous defects and conditions that could pose hazards to its invitees;
- c) The duty to make reasonable inspections of its premises and discover risks to its invitees and to warn of or eliminate

foreseeable unreasonable risks;

- d) The duty to warn of latent or hidden dangers on premises, including dangerous and defective conditions in its shopping area, of which Defendant had knowledge or should have had knowledge upon reasonable inspections;
- e) The duty to anticipate the harm to its invitees despite any obviousness of the dangerous conditions that may have existed and to take precautions to remove the potential dangers or harm.

9. The Defendant, by and through their agents and employees, negligently and recklessly breached the duties of due care owed by them to Plaintiff in one or more of the following ways:

- a) By maintaining a Store, intended for public use, so that it contained hazards thereby creating unsafe and dangerous walking conditions for the public, including the Plaintiff;
- b) By maintaining shopping areas, intended for public use, in such a way that the resulted in foreseeable unsafe and dangerous walking conditions for the public, including the Plaintiff, especially in the area where it was foreseeable that a customer would step to get in and out of their vehicle;
- c) In failing to design, construct, inspect and/or maintain the shopping area in such a way that a customer would be restricted from encountering a hazard, such as the boxed that the Plaintiff tripped over;

- d) By designing, constructing and/or maintaining a shopping area, intended for public use, in a dangerous condition without providing any warnings, and failing to provide any protection against the unsafe conditions;
- e) If the condition that caused the Plaintiff to trip and fall is deemed to be an open-and-obvious defect, by failing to anticipate that a customer, such as the Plaintiff, would nevertheless encounter the condition, or that she would likely be distracted, such as when browsing and shopping items;
- f) By failing to have adequate procedures in place for periodic inspections and/or in failing to properly inspect the shopping area so as to discover and remedy foreseeable dangers to customers, such as the hazard that resulted in the Plaintiff's fall and injuries;
- g) By failing to hire, employ, contract with, or otherwise adequately train or supervise persons knowledgeable in public safety or otherwise capable of evaluating the risks and hazards in the store;
- h) By maintaining the shopping area intended for public use without providing reasonable periodic maintenance, repairs and inspections and thereby allowing the shopping area to become dangerous to those members of the public who foreseeably would use or walk on it;
- i) By designing, constructing, and/or maintaining the shopping area intended for its customers use which violated design or

maintenance standards generally accepted in the industries; and

j) By such other and further acts of negligent, reckless and willful conduct as will be shown by the evidence produced at trial.

10. All of which were the direct and proximate cause of the injuries and damages suffered by Plaintiff, said acts in violation of statutory and common law of the State of South Carolina.

11. No conditions existed at the time of this incident which would have prevented the Defendant, in the exercise of due caution, and in furtherance of its duty to provide safe premises for members of the public, from inspecting the condition of the shopping area, making necessary corrections or replacements, and otherwise rendering the shopping area safe and fit for use in this public place. Defendant's conduct demonstrated a complete absence of due care and such conduct and/or failure to act was negligent, grossly negligent and reckless and constituted a willful disregard for safety of the intended and foreseeable invitees and users of the Defendant's Store, including the Plaintiff.

12. By reason of one or more of the negligent, reckless, careless, and willful acts or omissions of the Defendant complained above, by and through its agents and employees who were at all times set forth acting within the course and scope of their agency relationship; or by reason of any agency and/or employment and/or contractual or other relationship, and as a direct and proximate result thereof, Plaintiff Ella A. Holland suffered a serious fall and debilitating injuries, including but not limited to, the following:

a) Spinal injury, resulting in severe and permanent physical injury

and impairment which necessitated surgery and extensive rehabilitation;

- b) Severe and permanent loss in his ability to perform activities of daily living.
- c) Pain and suffering from the time of the incident to the present;
- d) Certainty of future pain and suffering;
- e) Embarrassment, humiliation, and mental anguish;
- f) Substantial loss of enjoyment of life, recreational opportunities, and companionship; and
- g) Medical expenses and certainty of future medical expenses.

13. The Plaintiff is informed and believes that she is entitled to actual damages and punitive damages against the Defendants in an amount to be determined by a jury or other trier of fact in this matter.

WHEREFORE, the Plaintiff prays for a judgment against the Defendant for actual damages, punitive damages, costs of this action, as determined by this Court, together with prejudgment interest on her special damages, post judgment interest as allowed by law, and costs of this action, and for such other and further relief as this Court may deem just and proper.

*s/Ricci Land Welch*  
Ricci Land Welch, S.C. Bar No. 8792  
Land Parker Welch LLC  
Post Office Box 138  
Manning, South Carolina 29102  
Telephone: (803) 435-8894  
Facsimile: (800) 589-2701  
[ricci@lpwlawfirm.com](mailto:ricci@lpwlawfirm.com)  
*Attorney for Plaintiff*

December 8, 2021

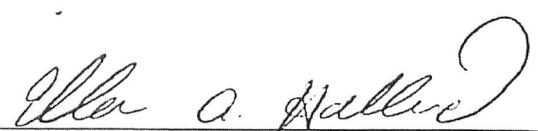
STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SUMTER ) VERIFICATION

PERSONALLY APPEARED before me, Ella A. Holland, who, being first duly sworn, deposes and states the following:

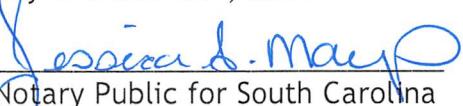
1. That I am over the age of eighteen (18) and competent to make this affidavit.
2. That I am the Plaintiff in this action and have the authority and knowledge to testify to the allegations set forth herein.
3. That I have reviewed all statements contained in the attached pleadings, and that the same are true and correct based on my personal knowledge, except those facts and statements alleged upon information and belief, and concerning those, I verily believe them to be true.
4. The attached pleadings were prepared by the law firm of Land Parker Welch LLC at my request.

5. I authorize Ricci Land Welch as my attorney to file the attached pleadings, to present them to the Court, and to serve them upon the Defendant named therein by whatever process is necessary, and to seek the relief requested in the attached pleadings.

FURTHER AFFIANT SAYETH NAUGHT.

  
\_\_\_\_\_  
Ella A. Holland

SWORN to before me this 8<sup>th</sup>  
day of December, 2021.

  
\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: 02/08/2027

STATE OF SOUTH CAROLINA

COUNTY OF SUMTER

Ella A. Holland,

Plaintiff,

vs.

Belk, Inc.,

Defendant.

IN THE COURT OF COMMON PLEAS  
FOR THE THIRD JUDICIAL CIRCUIT  
CIVIL ACTION NO.: 2021-CP-43-01992

---

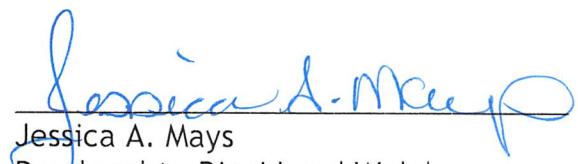
**AFFIDAVIT OF SERVICE**

---

PERSONALLY APPEARED before me Jessica A. Mays who, begin duly sworn, deposes and says that she is not a party to these proceedings and has no interest therein; that she mailed a copy of the Summons, Complaint and Verification in the above case by causing the same to be deposited in an authorized United States mailbox, Certified Mail No.: 9415 6116 9900 0434 6470 76, restricted delivery, return receipt requested; that the envelope containing said documents were properly addressed, securely wrapped and sealed, and bore the proper postage; and the said envelope was addressed to the following:

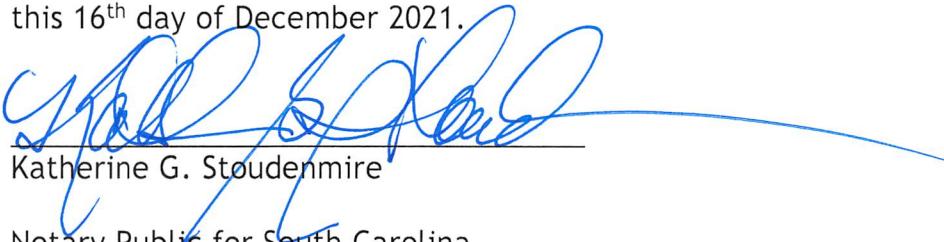
National Registered Agents, Inc.  
2 Office Park Court Ste - 103  
Columbia, SC 29223

Further, that the receipt of said documents were acknowledge by National Registered Agents, Inc., as registered agent for Defendant, and was served on December 13, 2021, as evidenced by the attached Electronic Return Receipt.



Jessica A. Mays  
Paralegal to Ricci Land Welch  
Post Office Box 138  
Manning, South Carolina 29102  
Phone: (803) 435-8894  
Fax: (800) 589-2701

Sworn to and subscribed before me  
this 16<sup>th</sup> day of December 2021.



Katherine G. Stoudenmire

Notary Public for South Carolina  
My Commission Expires: 07/26/2031



December 16, 2021

Dear Jessica Mays:

The following is in response to your request for proof of delivery on your item with the tracking number:  
**9415 6116 9900 0434 6470 76.**

#### Item Details

**Status:** Delivered to Agent for Final Delivery  
**Status Date / Time:** December 13, 2021, 12:42 pm  
**Location:** COLUMBIA, SC 29223  
**Postal Product:** First-Class Mail®  
**Extra Services:** Certified Mail Restricted Delivery  
Return Receipt  
Return Receipt Electronic  
**Recipient Name:** National Registered Agents Inc

#### Shipment Details

**Weight:** 1.0oz

#### Recipient Signature

Signature of Recipient:  
(Authorized Agent)

A handwritten signature in black ink, appearing to read 'Jessica Mays' with a stylized 'J' and 'M'. Below the signature, there is a smaller, less distinct handwritten mark.

Address of Recipient:

A handwritten address in black ink, appearing to read '201 Office Park Ct 100'.

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,  
United States Postal Service®  
475 L'Enfant Plaza SW  
Washington, D.C. 20260-0004